

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wolverine Tube, Inc.		04/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wieland-Werke AG		
Street Address:	Graf-Arco-Strasse 36, D-89079		
City:	Ulm		
State/Country:	GERMANY		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1889597	FORGE-FIN	
Registration Number:	2852703	TURBO	
Registration Number:	1431712	TURBO-B	
Registration Number:	1990926	TURBO-BIII	
Registration Number:	1431713	TURBO-C	
Registration Number:	1800436	TURBO-C II	
Registration Number:	2607551	MICROHEAT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dgaier@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	Danielle L. Gaier		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	17630-009		

CH \$190.00 1889597

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	05/07/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of April 30, 2013 (the "Effective Date"), is made by and between Wolverine Tube, Inc., a Delaware corporation which has its principal place of business at 2100 Market Street, N.E., Decatur, Alabama 35609 ("Assignor") and Wieland-Werke AG, a corporation of the Federal Republic of Germany which has its principal place of business at Graf-Arco-Strasse 36, D-89079 Ulm, Germany ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Intellectual Property Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule 1.1(a) to the Purchase Agreement thereto and as relisted in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices. Assignee shall be responsible for all filings fees incurred in connection with the foregoing.

Section 1.4 General Provisions. This Assignment and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Purchase Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.5 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the to the exclusive jurisdiction of the state courts of the State of Delaware or the United States District Court for the District of Delaware for the purpose of any action between the parties arising in whole or in part under or in connection with this Assignment.

Section 1.6 Counterparts. This Assignment may be executed in any number of duplicate originals or counterparts, and each of such duplicate originals or counterparts will be deemed to be an original and taken together will constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile or by PDF and that facsimile or PDF signatures will be treated as originals for all purposes.

[Signature Page Follows]

WOLVERINE TUBE, INC.

By: Donald R. Karp
Name: _____
Title: _____

[US - Trademark Assignment]

WIELAND-WERKE AG

By: 

Name: Harald Lippner

Title: Chairman of the Executive Board

By: 

Name: Hans-Joachim Lippner

Title: Member of the Executive Board

[US - Trademark Assignment]

Schedule A

Registered Trademarks

REGISTERED TRADEMARK	COUNTRY	REGISTRATION NO.	OWNER
Forge-Fin	United States	1889597	Wolverine Tube, Inc.
Turbo	United States	2852703	Wolverine Tube, Inc.
Turbo-B	United States	1431712	Wolverine Tube, Inc.
Turbo-B III	United States	1990926	Wolverine Tube, Inc.
Turbo-C	United States	1431713	Wolverine Tube, Inc.
Turbo-C II	United States	1800436	Wolverine Tube, Inc.
MICROHEAT	United States	2607551	Wolverine Tube, Inc.